

PROFESSIONAL SERVICES AGREEMENT-AFFILIATE REVENUE SHARE

This Professional Services Agreement ("Agreement") is entered into as of 9 **MARCH 2022**, ("Effective Date"), by and between ELEVATED SOLUTIONS GROUP LLC, ("Elevated" or "Affiliate") and CMC CONSULTING LLC ("CMC" or "Consultant") (collectively herein Consultant and Affiliate may be referred to as the "Parties") This Professional Services Agreement contains the complete terms and conditions regarding the Affiliate Revenue Share Program ("Affiliate Program") and the referral of traffic from Elevated and its promotions to product websites.

RECITALS

- A. CMC has developed relationships for Elevated and has brokered and Affiliate Program to generate revenue for Elevated. CMC continues to act as a broker and assist in the Affiliate Program in which Elevated will continue to participate via the terms of this agreement.
- B. Elevated has developed relationships within various industries to promote services and/or products and desires to participate in the Affiliate Program brokered by CMC.

In consideration of the mutual covenants contained herein and other good and valuable consideration, which is hereby acknowledged, the parties hereto agree as follows:

1. **Services:** CMC will work to pair Elevated with various vendors as part of the Affiliate Program contained in Annex A of this agreement (See Annex A).
2. **Term:** The term of this Agreement shall commence as of the Effective Date and shall continue in full force until terminated as provided herein.
3. **Compensation:** CMC will pay Elevated in accordance with the Affiliate Program services contained in Annex A of this agreement (See Annex A).
4. **Expenses:** CMC is authorized to deduct wire transfer expenses from Affiliate Program payout. Any additional expenses must be communicated and mutually agreed upon by both parties.
5. **Contractor's Representations:** CMC hereby warrants and represents to Elevated that: (i) CMC has the experience, skill, and authority necessary to perform the Services, (ii) there is no actual or potential conflict of interest between the Services to be performed by CMC under this Agreement and CMC's business, financial or other interests, and CMC shall immediately notify Elevated of any actual or potential conflict of interest of which CMC becomes aware during the term of this Agreement. This agreement does not pertain to any historic, current and/or future Affiliate Program deals between CMC and third parties.
6. **Relationship of the Parties:** The Consultant under this Agreement is, and shall act as an independent contractor, and not as an agent, partner, or employee of Affiliate. Nothing in this Agreement shall be construed to imply that Consultant its agents, officers or employees are

employees of Affiliate; or that this Agreement creates, in any manner, a partnership, joint venture, or other arrangement between Consultant and Affiliate.

7. Termination: Either party may terminate this agreement with thirty (30) days prior written notice to the other. Termination of this Agreement will not eliminate any compensation owed to the Affiliate at the time of termination as defined in the "Compensation and Expenses (See Annex A)" section of this Agreement. In the event of a termination for any reason, Affiliate shall only be entitled to the compensation provided for in the "Compensation and Expenses (See Annex A)" section that has been earned.

8. Limitation on liability. To the fullest extent permitted by Law and notwithstanding other provisions of this Agreement, in no event shall a Party be liable to the other Party, whether in contract, warranty, tort, negligence, strict liability, or otherwise, for special, indirect, incidental, multiple, consequential (including lost profits or revenues, business interruption damages and lost business opportunities), exemplary or punitive damages related to, arising out of, or resulting from performance or nonperformance of this Agreement.


9. Indemnification: Affiliate shall indemnify, defend and hold harmless, Consultant, its parent and affiliates, and each of their officers, directors, employees, attorneys, sub-consultants, agents and successors and assigns (each an "Indemnified Party") from, for and against any and all claims, demands, suits, obligations, payments, liabilities, costs, fines, penalties, sanctions, taxes, judgments, damages, losses or expenses ("Loss") imposed by a third party upon Consultant or incurred in connection with a claim by a third party against the Consultant arising out of, relating to, or resulting from the Affiliate's breach, or performance or non-performance of its obligations under this Agreement or Consultants work on the Property or association with Affiliate (including reasonable attorneys' fees and costs). To the extent Consultant is required to participate in any third party claims against Affiliate in any legal proceedings, Consultant shall be compensated in accordance with this Agreement. Neither party shall be liable for any claims, statements, or any promotional materials of the other, nor shall CMC or Elevated be held liable for any and all promotions or claims from third party affiliate groups, such as American Tax Solutions, EvaTac Plus, or any other affiliate group brought into this agreement through amendment.

10. Modification and Amendment: This Agreement shall not be altered, waived or amended in any way, except in writing, signed by both Parties.

IN WITNESS WHEREOF, this Professional Services Agreement has been executed as of the Effective Date.

ELEVATED SOLUTIONS GROUP, LLC

CMC CONSULTING, LLC


By: Joseph M. Dalessio
Its: Manager


By: Charles Cicack
Its: Manager

PROFESSIONAL SERVICES AGREEMENT-AFFILIATE REVENUE SHARE

ANNEX A

Affiliate Program Services and Compensation

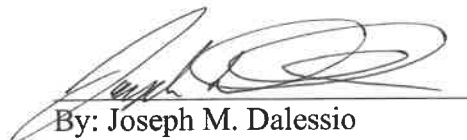
1. American Tax Solution / Get A Tax Lawyer (JonesTaxRelief.com)
 - 40% Revenue Share paid to Elevated every seven (7) days for the lifetime of the deal subject to receiving funds from American Tax Solution, as detailed in the parent agreement between CMC and American Tax Solutions.
2. SWERD LLC (EvatacPlus.com)
 - 50% Revenue Share paid to Elevated every fourteen (14) days for the lifetime of the deal subject to receiving funds from SWERD LLC.
3. Additional Affiliate Program Services and Compensation may be mutually agreed upon in writing through amendment to this agreement. In addition, compensation for CMC's work may be mutually agreed upon by both parties in writing through amendment to this agreement.


Modification and Amendment: Annex A of this agreement shall not be altered, waived or amended in any way, except in writing, signed by both Parties.

IN WITNESS WHEREOF, this Professional Services Agreement has been executed as of the Effective Date.

ELEVATED SOLUTIONS GROUP, LLC

CMC CONSULTING, LLC


By: Joseph M. Dalessio
Its: Manager


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